

AUG 14 2003

NOT FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

**CATHY A. CATTERSON
U.S. COURT OF APPEALS**

AMERICAN CASUALTY COMPANY OF
READING, PENNSYLVANIA;
TRANSCONTINENTAL INSURANCE
COMPANY,

Plaintiffs - Appellees,

v.

ST. PAUL FIRE & MARINE INSURANCE
COMPANY,

Defendant - Appellant.

No. 02-15909

D.C. No. CV-99-20808-RMW

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Ronald M. Whyte, District Judge, Presiding

Argued and Submitted June 9, 2003
San Francisco, California

Before: HILL,** T.G. NELSON, and HAWKINS, Circuit Judges.

* This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

** The Honorable James C. Hill, Senior United States Circuit Judge for the Eleventh Circuit, sitting by designation.

We have thoroughly reviewed the record in this case, the briefs and the able arguments of counsel. Appellant St. Paul Fire & Marine Insurance Company (St. Paul) presents no evidence that it relied upon the original mistaken contract. Neither does it present evidence that appellees American Casualty Company of Reading, Pennsylvania and Transcontinental Insurance Company acted fraudulently or collusively or with unclean hands. St. Paul is bound by the reformation of the contract.

The judgment of the district court is AFFIRMED for the reasons set forth in the orders of the district court filed on November 7, 2001, April 3, 2002, and April 9, 2002.

IT IS SO ORDERED.